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INTERSTATE COMMERCE COMMISSION

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CONDITIONAL SALE AGREEMENT

Dated as of May 1, 1972

Among

ACF INDUSTRIES, INCORPORATED

and

ORTNER FREIGHT CAR COMPANY  
as Manufacturers

TRUST COMPANY FOR U.S.L., INC.  
as Trustee under Trust Agreement dated as of May 1, 1972

and

UNITED STATES LEASING INTERNATIONAL, INC.  
as Agent for the Trustee

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R.I. Trust No. 4

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Attachments to Conditional Sale Agreement:

Schedule A-1 - Description of Equipment  
Schedule A-2 - Description of Equipment  
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CONDITIONAL SALE AGREEMENT, dated as of May 1, 1972 among ACF INDUSTRIES, INCORPORATED, a New Jersey corporation ("ACF") and ORTNER FREIGHT CAR COMPANY, a Delaware corporation ("Ortner") (ACF and Ortner being herein sometimes collectively referred to as the "Manufacturers" and individually as "Manufacturer"), TRUST COMPANY FOR USL, INC., an Illinois corporation, not in its individual capacity but solely as Trustee ("Trustee") under Trust Agreement dated as of May 1, 1972 ("Trust Agreement") and UNITED STATES LEASING INTERNATIONAL, INC., a California corporation, as Agent for the Trustee ("Agent").

WHEREAS, the Manufacturers are each willing to construct, sell and deliver to the Trustee, and the Trustee is willing to purchase, the railroad equipment described in Schedules A-1, A-2 and A-3, respectively, attached hereto (collectively the "Equipment" and individually "Item of Equipment"); and

WHEREAS, the Trustee is executing a lease of the Equipment dated as of the date hereof to CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, a Delaware corporation (the "Lessee"), subject to this Agreement, in the form attached as Exhibit C to the Trust Agreement (the "Lease"); and

WHEREAS, the Manufacturers, the Trustee, the Agent and the Lessee have executed separate Agreements dated as of the date hereof relating to the acquisition of the Equipment, in the form attached as Exhibit A to the Trust Agreement (the "Acquisition Agreements");

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

#### SECTION 1. CONSTRUCTION AND SALE.

Each of the Manufacturers will construct, sell and deliver to the Trustee, subject to due and prior recording of this Agreement pursuant to Section 19 hereof, and the Trustee will purchase from each Manufacturer and accept delivery of and pay for as hereinafter provided, those Items of the Equipment which are indicated on Schedules A-1, A-2 and A-3, attached hereto to be constructed and sold by such Manufacturer, each Item of which shall be constructed in accordance with the specifications referred to in said Schedules A-1, A-2 and A-3 and such modifications thereof as may be agreed upon in writing by the Trustee, the Lessee and such Manufacturer (which specifications and modifications, if any, are hereinafter called the "Specifications"). The design and quality of equipment and material in such Items shall conform to all Department of Transportation requirements and specifications for new equipment, and to all standards recommended by the

### SECTION 3. PURCHASE PRICE AND PAYMENT.

3.1. The base price per Item of the Equipment, including freight charges, if any, to place of delivery, but exclusive of interest, insurance and all other charges, is as set forth in said Schedules A-1, A-2 and A-3. The base price per Item of the Equipment shall be subject to increase or decrease as may be agreed to in writing by the Manufacturer thereof and the Lessee. The term "Purchase Price" as used herein shall mean the base price as the same may be increased or decreased, but for all Equipment shall not exceed \$15,902,500.

3.2. For the purpose of making settlement for the Equipment on each Closing Date (as such term is defined below in Section 3.5), the Equipment shall be divided into groups ("Groups"). Subject to the conditions referred to in Section 3.4 hereof, the first Group is to consist of the 500 covered hopper cars described in Schedule A-1, which are to be purchased on the First Closing Date, the second Group is to consist of the 300 box cars described in Schedule A-2 and may include a portion or all of the 100 open top hopper cars described in Schedule A-3 and the remaining Group or two Groups are to consist of not less than 25 of the Items of Equipment described in Schedule A-3 or the remainder of such Items.

3.3. The Trustee hereby acknowledges itself to be indebted to the respective Manufacturers in the amount of, and hereby promises to pay to the respective Manufacturers at such bank or trust company in the United States of America as each of the respective Manufacturers or its assignee shall designate for payment to it, the Purchase Price of the Items of Equipment as follows:

A. On the First Closing Date, as to the first Group of Equipment for which settlement is then being made:

1. an amount in cash equal to 25.9785% of the aggregate Purchase Price of such Group; and

2. an amount equal to 74.0215% of the aggregate Purchase Price of such Group (the "Conditional Sale Indebtedness") in the following Installments:

(a) That portion of the Conditional Sale Indebtedness equivalent to 17.1060% of the Purchase Price of such Group, plus interest at the rate of 7% per annum on the unpaid balance thereof from July 12, 1972 payable as follows: (x) one installment of interest only on September 20, 1972 from July 12, 1972 to September 20, 1972 and (y) thereafter ten consecutive equal semi-annual installments, including both principal and interest, payable on March 20 and September 20 of each year commencing March 20, 1973 to and including September 20, 1977.

(b) That portion of the Conditional Sale Indebtedness equivalent to 56.9155% of the Purchase Price of such Group, plus interest at the rate of 8% per annum on the unpaid balance thereof from July 12, 1972 payable as follows: (x) one installment of interest only on September 20, 1972 on the unpaid balance thereof from July 12, 1972 to September 20, 1972, (y) ten consecutive semi-annual installments of interest only on the unpaid balance thereof payable on March 20 and September 20 of each year commencing March 20, 1973 to and including September 20, 1977, and (z) nineteen consecutive equal semi-annual installments, including both principal and interest payable on March 20 and September 20 of each year commencing March 20, 1978 to and including March 20, 1987.

B. On the Second and each Subsequent Closing Date, as to the Group of Equipment for which settlement is then being made:

1. an amount in cash equal to 25.9785% of the aggregate Purchase Price of such Group; and

2. an amount equal to 74.0215% of the aggregate Purchase Price of such Group (the "Conditional Sale Indebtedness") in the following installments:

(a) That portion of the Conditional Sale Indebtedness equivalent to 17.1060% of the Purchase Price of such Group, plus interest at the rate of 7% per annum on the unpaid balance thereof from September 20, 1972, payable in ten consecutive equal semi-annual installments, including both principal and interest, payable on March 20 and September 20 of each year commencing March 20, 1973 to and including September 20, 1977.

(b) That portion of the Conditional Sale Indebtedness equivalent to 56.9155% of the Purchase Price of such Group, plus interest at the rate of 8% per annum on the unpaid balance thereof from September 20, 1972 as follows: (x) ten consecutive semi-annual installments of interest only on the unpaid balance thereof payable on March 20 and September 20 of each year commencing March 20, 1973 to and including September 20, 1977, and (y) nineteen consecutive equal semi-annual installments, including both principal and interest, payable on March 20 and September 20 of each year, commencing March 20, 1978 to and including March 20, 1987.

3.4. The obligations of the Trustee under this Agreement to accept delivery of and to pay for any Items of Equipment, shall in addition to any conditions herein set forth, be subject to the satisfaction of the conditions set forth in Section 3 of the Acquisition Agreements. The payment by the Trustee on the Closing Date of the amount referred to in subparagraph (a) of the preceding Section 3.3 shall be conclusive evidence of such satisfaction but only as to the Group for which settlement is made on such Closing Date.

3.5. The term "First Closing Date" shall mean July 12, 1972, the term "Second Closing Date" shall mean September 20, 1972, and the term "Subsequent Closing Dates" shall mean such dates after September 20, 1972 and on or prior to February 28, 1973 which are not more than ten business days following presentation by the Manufacturer to the Trustee of the invoice, or invoices, and the Certificate or Certificates of Acceptance with respect to each such Group, as shall be fixed by the Trustee by written or telegraphic notice delivered to the Manufacturer at least five business days prior to the Closing Date designated therein. The term "business days" as used herein means calendar days, excluding Saturdays, Sundays and holidays.

3.6. Interest under this Agreement shall be determined on the basis of a 360-day year of twelve 30-day months.

3.7. The Trustee will pay interest at the rate of 9% per annum upon all unpaid balances of indebtedness and (to the extent legally enforceable) upon interest, after the same shall have become due and payable pursuant to the terms hereof, anything herein to the contrary notwithstanding.

3.8. All payments provided for in this Agreement shall be made by the Trustee in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

3.9. Except as provided in Section 6.1 hereof the Trustee shall not have the privilege of prepaying any installment of the indebtedness prior to the date it becomes due hereunder.

#### SECTION 4. TITLE TO THE EQUIPMENT.

4.1. Each Manufacturer shall and hereby does retain the full legal title to and property in the Equipment built by it until the Trustee shall have made all of the payments hereunder and shall have kept and performed all its agreements herein contained, notwithstanding the delivery of the Equipment to and the possession and use thereof by the Trustee or the Lessee as herein provided. Any and all additions to the Equipment and any and all replacements of the Equipment and of parts thereof and additions thereto shall constitute accessions to the Equipment and shall be subject to all terms and conditions of this Agreement and included in the term "Equipment" as used in this Agreement.

4.2. When and only when each Manufacturer shall have been paid the full indebtedness in respect of the purchase price of the Equipment built by it, together with interest and all other payments as herein provided and all the Trustee's other obligations herein contained shall have been performed, absolute right to the possession of, title to and property in such Equipment shall pass to and vest in the Trustee without further transfer or action on the part of such Manufacturer, except that each Manufacturer, if requested by the Trustee so to do, will execute a bill or bills of sale of such Equipment transferring its title thereto and property therein to the Trustee or upon its order free of all liens and encumbrances created or retained hereby and deliver such bill or bills of sale to the Trustee at its address specified in Section 21 hereof, and will execute in the same manner and deliver at the same place, for filing, registering, recording or depositing in all necessary public offices, such instrument or instruments in writing as may be necessary or appropriate in order then to make clear upon the public records the title of the Trustee to such Equipment, and will pay to the Trustee any money paid to such Manufacturers, pursuant to Section 6.1 hereof and not theretofore applied as therein provided. The Trustee hereby waives and releases any and all rights, existing or that may be acquired, in or to the payment of any penalty, forfeit or damages for failure to execute and deliver such bill or bills of sale or to file any certificate of payment in compliance with any law or statute requiring the filing of the same, except for failure to execute and deliver such bill or bills of sale or to file such certificate within a reasonable time after written demand by the Trustee.

#### SECTION 5. MARKING OF EQUIPMENT.

The Trustee will use its best efforts to cause the Lessee to keep each Item of Equipment marked as contemplated by Section 4 of the Lease.

#### SECTION 6. CASUALTY OCCURRENCES.

6.1. In the event that any Item of the Equipment shall be or become worn out, lost, stolen, destroyed, or, in the opinion of the Lessee, irreparably damaged, obsolete or economically unserviceable for use, from any cause whatsoever or shall be requisitioned or taken over by any governmental authority under the power of eminent domain or otherwise (each such occurrence, except for any requisition which by its terms does not exceed the period ending September 19, 1987, being hereinafter called a "Casualty Occurrence"), prior to the payment of the indebtedness in respect of the purchase price of such Item, together with interest thereon and all other payments required hereby, the Trustee shall promptly (after it has knowledge of such Casualty Occurrence) and fully inform the Manufacturer thereof in regard thereto. In the event that any Item or Items of Equipment

suffers a Casualty Occurrence 15 days or more prior to September 20, 1972, the Trustee shall pay, or cause to be paid, to the Manufacturer thereof the Casualty Payment of such Item or Items on a date not more than 15 days after the Trustee shall have notified the Manufacturer thereof in regard thereto. When the aggregate Casualty Payment (as herein defined) of Items of Equipment having suffered a Casualty Occurrence (exclusive of Items of Equipment having suffered a Casualty Occurrence with respect to which a payment shall have been made to the Manufacturer thereof pursuant to this Section) shall exceed \$100,000, the Trustee, on the date of payment of the next succeeding installment of such indebtedness, shall pay, or cause to be paid, to the Manufacturer thereof the Casualty Payment of such Item as of the date of such payment; provided that notwithstanding the foregoing, the Trustee, on September 20 of each calendar year (commencing September 20, 1973), shall pay, or cause to be paid, to the Manufacturer thereof the Casualty Payment of any Item or Items of Equipment which have suffered a Casualty Occurrence during such calendar year or prior year for which no payment has previously been made to such Manufacturer pursuant to this Section 6.1. Each such payment shall be accompanied by notification from the Trustee as to the Casualty Payment.

6.2. The Manufacturer, shall, immediately upon receipt thereof, apply the money deposited pursuant to Section 6.1 to the prepayment of the indebtedness in respect of the purchase price of the Equipment having suffered a Casualty Occurrence, plus interest then accrued on the portion thereof so prepaid, but without premium. The semiannual payments of the indebtedness in respect of the purchase price of the remaining Equipment and interest thereon, becoming due thereafter shall be redetermined on the basis of the amount of such indebtedness remaining unpaid and on the basis of the number of semiannual payments remaining immediately after such application.

6.3. Upon payment to the Manufacturer of the Casualty Payment in respect of an Item of Equipment having suffered a Casualty Occurrence, absolute right to the possession of, title to and property in such Item shall automatically pass to and vest in the Trustee without further transfer or action on the part of the Manufacturer thereof. The Manufacturer, if requested by the Trustee, will execute and deliver to the Trustee, at its address specified in Section 22 hereof, at the expense of the Trustee, appropriate instruments confirming such passage to the Trustee of title to and property in such Item, free of all liens and encumbrances created or retained hereby, in recordable form in order that the Trustee may make clear upon the public records the title of the Trustee to such Item.

6.4. The Casualty Payment in respect of each Item of Equipment having suffered a Casualty Occurrence shall be deemed to be that portion of the purchase price of such Item remaining unpaid on the date as of which such Casualty Payment shall be determined, plus interest accrued thereon but unpaid as of such date.



6.5. In the event that prior to September 20, 1987, the use of any Item of Equipment is requisitioned or taken by any governmental authority under the power of eminent domain or otherwise for a period ending on or before said date, the Trustee's duty to pay the indebtedness in respect of the purchase price thereof shall continue for the duration of such requisitioning or taking. The Trustee shall be entitled to receive and retain for its own account all sums payable for any such period by such governmental authority as compensation for requisition or taking of possession.

#### SECTION 7. REPORTS AND INSPECTIONS.

The Lessee will furnish to the Manufacturers, concurrently with the transmission thereof to the Trustee, copies of each and every report or statement to be furnished to the Trustee by the Lessee pursuant to Section 12 of the Lease. The Manufacturers shall have the right, by their agents, to inspect the Equipment and records of the Trustee with respect thereto once in every year.

#### SECTION 8. POSSESSION AND USE.

8.1. The Trustee, so long as it shall not be in default under this Agreement, shall be entitled, from and after delivery of the Equipment by the Manufacturers to the Trustee, to the possession of the Equipment and the use thereof, but only upon and subject to all the terms and conditions of this Agreement.

8.2. Without limiting any of the rights of the Trustee under Section 12 hereof, the Trustee may lease the Equipment to the Lessee or its assigns as permitted by, and for use as provided in, Section 17 of the Lease, provided, however, that the rights of the Lessee and its permitted assigns under the Lease are subordinate and junior in rank to the rights, and are subject to the remedies, of the Manufacturers under this Agreement. A copy of any such assignment by the Lessee shall be furnished to the Manufacturers. The Trustee hereby agrees that it will not exercise any of the remedies provided in Section 14 of the Lease unless it shall notify the Manufacturers in writing of its intended exercise thereof, and hereby further agrees to furnish to any Manufacturer, at its written request, copies of all summons, writs, processes and other documents served by it upon the Lessee or served by the Lessee upon it in connection therewith.

#### SECTION 9. PROHIBITION AGAINST LIENS.

9.1. The Trustee will pay or satisfy and discharge any and all sums claimed by any party by, through or under the Trustee or its successors or assigns (other than the Lessee or its assigns) which, if unpaid, might become a lien or a charge upon any Item of Equipment equal or superior to the title of the Manufacturer thereof, but shall not be required to pay or discharge any such claim so long

as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner and the non-payment thereof does not, in the opinion of such Manufacturer, adversely affect the property or rights of such Manufacturer hereunder.

9.2. This covenant will not be deemed breached by reason of liens for taxes, assessments or governmental charges or levies, in each case not due and delinquent, or undetermined or inchoate materialmen's, mechanics', workmen's, repairmen's or other like liens arising in the ordinary course of business and, in each case, not delinquent (such liens being herein called "permitted liens").

#### SECTION 10. INDEMNITIES.

10.1. The Trustee shall cause the Lessee to assume all risk and expense arising from the possession, use, operation and maintenance by whomsoever of the Equipment.

10.2. The Trustee will bear the risk of, and shall not be released from its obligations hereunder in the event of, any damage to or the destruction or loss of any Item of or all the Equipment.

10.3. Each Manufacturer for itself warrants that the Items of Equipment to be built by it will be built in accordance with the Specifications therefor and warrants that such Items of Equipment will be free from defects in material (except as to specialties incorporated therein specified by the Lessee and not manufactured by the Manufacturer, in which case the Manufacturer will assign all guarantees, if any, or warranties, as received by it from the manufacturer of the specialty) or workmanship under normal use and service, each Manufacturer's obligation under this Section being limited to making good at its plant any part or parts of any such Item of Equipment which shall, within one year after the delivery of such Item to the Trustee, be returned to the Manufacturer thereof with transportation charges prepaid and which the Manufacturer's examination shall disclose to its satisfaction to have been thus defective; provided, however, that this warranty shall not apply to (i) any components which shall have been repaired or altered unless repaired or altered by the Manufacturer or its authorized service representatives, if, in its judgment, such repairs or alterations affect the stability of any such Item of Equipment or (ii) any such Item of Equipment which has been subject to misuse, negligence or accident. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF THE MANUFACTURERS, EXCEPT FOR THEIR OBLIGATIONS HEREUNDER AS LIMITED HEREBY, AND NEITHER MANUFACTURER ASSUMES OR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN

CONNECTION WITH THE CONSTRUCTION AND DELIVERY OF THE EQUIPMENT EXCEPT AS AFORESAID. Each Manufacturer reserves the right to make changes in the design of, or add any improvements to, any Items of Equipment to be built by it at any time with the approval of the Lessee without incurring any obligation to make similar changes or additions in respect of other Items of Equipment previously delivered to the Lessee. Each Manufacturer further agrees with the Trustee that acceptance of any Items of Equipment under Section 2.4 hereof shall not be deemed a waiver by the Trustee of any of its rights under this Section 10.3. In no event shall the Manufacturers be liable for special or consequential damages.

#### SECTION 11. PATENT INDEMNITIES.

11.1. Except in cases of designs specified by the Lessee and not developed or purported to be developed by the Manufacturer, and articles and materials specified by the Lessee and not manufactured by the Manufacturer, each Manufacturer agrees for itself to indemnify, protect and hold harmless the Trustee and the Lessee from and against any and all liability, claims, demands, costs, charges and expenses, including reasonable royalty payments and counsel fees, in any manner imposed upon or accruing against the Trustee or the Lessee because of the use in or about the construction or operation of any Item of Equipment to be built by it, of any design, article or material which infringes or is claimed to infringe on or to constitute contributory infringement with respect to any patent or other right. In case any Item of Equipment is held to constitute infringement of any patent or other similar right in respect of which liability may be charged against such Manufacturer, and the use of any Item of Equipment is enjoined, such Manufacturer shall, at its own expense and at its option, either procure for the Trustee and the Lessee the right to continue using such Item of Equipment or replace the same with non-infringing equipment, or modify it so it becomes non-infringing. Without intending any limitation of the foregoing, each Manufacturer agrees to and hereby does, to the extent legally possible without impairing any claim, right or cause of action hereinafter referred to, transfer, assign, set over and deliver to the Trustee every claim, right and cause of action which such Manufacturer has or hereafter shall have against the originator of any design or against the seller or sellers of any designs or articles or materials purchased or otherwise acquired by such Manufacturer for use in or about the construction or operation of the Items of Equipment to be built by it on the ground that any such design, article or material or operation thereof infringes or is claimed to infringe on or to constitute contributory infringement

with respect to any patent or other right and each Manufacturer further agrees to execute and deliver to the Trustee all and every such further assurance as may be reasonably requested by the Trustee, more fully to effectuate the assignment, transfer and delivery of every such claim, right and cause of action. Each Manufacturer will give notice to the Trustee of any claim known to such Manufacturer from which liability may be charged against the Trustee hereunder and the Trustee will give notice to each Manufacturer of any claim known to it from which liability may be charged against such Manufacturer hereunder.

11.2. The term "design" wherever used in this Agreement or in any assignment of this Agreement shall be deemed to include formulae, systems and processes.

11.3. The obligations and liabilities of each Manufacturer under the provisions of this Section shall apply only to Equipment located and used in the continental United States, Canada and Mexico.

## SECTION 12. ASSIGNMENTS.

12.1. The Trustee, to the extent that it may effectively do so under applicable provisions of law, covenants not to sell, assign, transfer or otherwise dispose of all or any of its rights under this Agreement except to a successor Trustee under the Trust Agreement (and then only subject to this Agreement) or except as provided in Section 8.2 hereof, transfer the right to possession of any Item of Equipment without first obtaining the written consent of the Manufacturers, which consent shall not be unreasonably withheld. No such sale, assignment or transfer shall subject the Manufacturers to any duties, obligations or liabilities whatsoever.

12.2. All or any of the rights, benefits and advantages of each Manufacturer under this Agreement, including the right to receive the payments herein provided to be made by the Trustee, may be assigned by such Manufacturer and reassigned by an assignee at any time or from time to time. No such assignment shall subject any assignee to, or relieve such Manufacturer from, any of the obligations of such Manufacturer to construct and to deliver the Equipment in accordance with the provisions hereof or to respond to its guaranties, warranties and agreements contained herein, or relieve the Trustee of its obligations to the Manufacturers hereunder.

12.3. Upon any such assignment either the assignor or the assignee shall give written notice to the Trustee together with a counterpart or copy of such assignment, stating the identity and post office address of the assignee, and such assignee shall, by virtue of such assignment, acquire all of the assigning Manufacturer's

right, title and interest in and to the Equipment, or in and to a portion thereof, as the case may be, subject only to such reservations as may be contained in such assignment. From and after the receipt by the Trustee of the notification of any such assignment, all payments thereafter to be made by the Trustee shall, to the extent so assigned, be made to the assignee at the address of the assignee specified in the aforesaid notice.

12.4. The Trustee recognizes that it is the custom of railroad equipment manufacturers or sellers to assign agreements of this character and understand that the assignment of this Agreement, or of some or all of the rights of the Manufacturers hereunder, is contemplated. The Trustee expressly represents, for the purpose of assurance to any person, firm or corporation considering the acquisition of this Agreement or of all or any of the rights of the Manufacturers hereunder, and for the purpose of inducing such acquisition, that in the event of such assignment by the Manufacturers as hereinbefore provided the rights of such assignee to the entire unpaid indebtedness in respect of the purchase price of the Equipment or such part thereof as may be assigned, together with interest thereon, as well as any other rights hereunder which may be so assigned, shall not be subject to any defense, set-off, counterclaim or recoupment whatsoever arising out of any breach of any obligation of either Manufacturer with respect to the Equipment or the delivery or warranty thereof, or with respect to any indemnity herein contained, nor subject to any defense, set-off, counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Trustee by either Manufacturer. Any and all such obligations, howsoever arising, shall be and remain enforceable by the Trustee against and only against the Manufacturers.

12.5. In the event of any such assignment or successive assignments by the Manufacturers of title to the Equipment and of the Manufacturers' rights hereunder with respect thereto, the Trustee will, whenever requested by such assignee, request the Lessee pursuant to Section 4 of the Lease to change the names and word or words to be marked on each side of each Item of Equipment so as to indicate the title of such assignee to the Equipment with such names and word or words as shall be specified by such assignee, subject to the requirements of the laws of the jurisdictions in which the Equipment shall be operated relating to such names and word or words for use on equipment covered by conditional sale agreements with respect to railroad equipment.

12.6. In the event of any such assignment prior to the completion of delivery of the Equipment, the Trustee will, in connection with settlement for each Group of Equipment subsequent to such assignment, deliver to the assignee, at the time of delivery by the Trustee of notice fixing the Closing Date with respect to such Group, all documents reasonably required by the terms of such assignment to be delivered by the Trustee to the assignee in connection with such settlement, in such number of counterparts as may reasonably be requested, except for any opinion of counsel for the assignee.

12.7. If this Agreement shall have been assigned by either of the Manufacturers or both of the Manufacturers (hereinafter severally called the "Assigning Manufacturer"), and the assignee shall not make payment to the Assigning Manufacturer on the Closing Date with respect to a Group of Equipment manufactured by such Assigning Manufacturer of an amount equal to that portion of the purchase price of such Group as provided in the instrument of Assignment, such Assigning Manufacturer will promptly notify the Lessee of such event and the Group of Equipment shall be excluded thereupon.

SECTION 13. LIMITATION OF TRUSTEE'S OBLIGATIONS.

Notwithstanding any other provision of this Agreement it is understood and agreed by each Manufacturer that all amounts payable by the Trustee under and pursuant to this Agreement, shall be payable only from and out of the Trust Estate (as defined in the Trust Agreement dated as of May 1, 1972, among the Trustee, the Agent and Wilmington Trust Company, City National Bank and Trust Company and First American National Bank, as Trustors) and only to the extent that the assets in the Trust Estate shall be sufficient to make such payments. Each Manufacturer agrees that it will look solely to the Trust Estate and that it shall have no claim or right to proceed against the Trustee in its individual corporate capacity, the Agent, or the Trustors under the Trust Agreement, or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, officer or director of, the Trustee, the Agent or the Trustors. Each Manufacturer by the acceptance of this Agreement waives and releases the liability of the Trustee in its individual corporate capacity, the Agent, and the Trustors under the Trust Agreement and any incorporator or any past, present or future subscriber to the capital stock, or stockholder, officer or director of the Trustee, the Agent, and the Trustors, and agrees to look solely to the Equipment and its rights under Section 16 of this Agreement, and the sums due and to become due under the Lease and the other assets of the Trust Estate for the payment of the indebtedness in respect of the purchase price of the Equipment, together with interest thereon and all other payments and obligations as herein provided. However, nothing herein contained shall limit, restrict or impair the right of the Manufacturers to accelerate the payment of the indebtedness in respect of the purchase price of the Equipment upon a default hereunder or to exercise the remedies hereunder or otherwise realize upon the Equipment or the sums due or to become due under the Lease, including the right to proceed against the Lessee under the Lease or relieve the Trustee from the obligation which the Trustee hereby undertakes to enforce the Lease in accordance with its terms for the benefit of any Manufacturer upon the written request of such Manufacturer and the undertaking to indemnify the Trustee for all cost and expense in connection therewith.

SECTION 14. APPLICATION OF PROVISIONS OF SECTION 15, "DEFAULTS", AND SECTION 16, "REMEDIES".

It is contemplated that each Manufacturer will, coincidentally with the execution and delivery of this Agreement, assign certain of its rights under this Agreement, and all its respective right, title and interest in and to the Equipment to a single assignee. It is desired by the parties hereto that such single assignee should upon such assignment be entitled to enforce any remedies in case of default by the Trustee in respect of its obligations under this Agreement with either of the Manufacturers as if such breach were a default in respect of the Trustee's obligations under this Agreement with each of the Manufacturers. Accordingly, on the assumption that such assignments to a single assignee will be made by each Manufacturer, the defaults and the remedies therefor as set forth in Sections 15 and 16 hereof are set forth as if there were but a single Manufacturer.

SECTION 15. DEFAULTS.

15.1. In the event that any one or more of the following events of default shall occur and be continuing, to-wit:

(a) The Trustee shall fail to pay in full any sum payable by the Trustee when payment thereof shall be due hereunder and such default shall continue for ten days; or

(b) The Trustee shall fail or refuse to comply with any covenant, agreement, term or provision of this Agreement on its part to be kept and performed or to make provision satisfactory to the Manufacturer for such compliance for more than 30 days after written notice from the Manufacturer specifying the default and demanding the same to be remedied; or

(c) One or more of the Events of Default enumerated in Section 14 of the Lease shall occur and be continuing or if, without the prior written consent of the Manufacturer, the Lease shall be amended or supplemented or, except in accordance with the terms thereof, cancelled or terminated with respect to any unit of the Equipment, or any of the terms thereof shall be waived or modified; or

(d) Any representation or warranty made herein or in the Lease or in any report, certificate, financial or other statement furnished in connection with this Agreement or the Lease, or the transactions contemplated thereby shall prove to be false or misleading in any material respect; or

(e) The Trustee shall make or suffer any unauthorized assignment or transfer of this Agreement or any interest herein or any unauthorized transfer of the right to possession of any unit of the Equipment;

then at any time after the occurrence and during the continuance of such an event of default the Manufacturer may, upon written notice to the Trustee and upon compliance with any legal requirements then in force and applicable to such action by the Manufacturer, but without prejudice to any rights of the Trustee under the Lease with respect to any default thereunder, cause the Lease immediately upon such notice to terminate as to the Equipment and/or declare the entire indebtedness in respect of the purchase price of the Equipment, together with the interest thereon then accrued and unpaid, immediately due and payable, without further demand, and thereafter the aggregate of the unpaid balance of such indebtedness and interest shall bear interest from the date of such declaration at the rate of 9% per annum, to the extent legally enforceable, and the Manufacturer shall thereupon be entitled, subject to the provisions and limitations of Section 13 hereof, to recover judgment for the entire unpaid balance of the indebtedness in respect of the purchase price of the Equipment so payable, with interest as aforesaid, and to collect such judgment out of any property of the Trustee subject to the provisions and limitations of Section 13 hereof.

15.2. The Manufacturer may waive any such event of default and its consequences and rescind and annul any such declaration by notice to the Trustee in writing to that effect, and thereupon the respective rights of the parties shall be as they would have been if no such default had existed and no such declaration had been made. With respect to any termination of the Lease by the Manufacturer, the aforesaid waiver, rescission and annulment shall be deemed made, and the Lease shall be deemed not to have been terminated, if the Trustee within 30 days after receiving written notice thereof as aforesaid, shall elect in writing to cure such default. Notwithstanding the provisions of this paragraph, it is expressly understood and agreed by the Trustee that time is of the essence of this Agreement and that no such waiver, rescission or annulment shall extend to or affect any other or subsequent default or impair any rights or remedies consequent thereon.

15.3. Any default hereunder shall be deemed cured and not continuing if the Trustee, prior to any sale by the Manufacturer of the Equipment as provided in Section 16.3, shall pay or cause to be paid to the Manufacturer the total unpaid balance of the indebtedness in respect of the purchase price of the Equipment, together with interest thereon accrued and unpaid and all other payments due under this Agreement.



## SECTION 16. REMEDIES.

16.1. If an event of default shall have occurred and be continuing as hereinbefore provided, then at any time after the entire indebtedness in respect of the purchase price of the Equipment shall have been declared immediately due and payable as hereinbefore provided and during the continuance of such default, the Manufacturer may, upon such further notice, if any, as may be required for compliance with any mandatory requirement of law then in force and applicable to the action to be taken by the Manufacturer, take or cause to be taken by its agent or agents immediate possession of the Equipment, or any Item thereof, without liability to return to the Trustee any sums theretofore paid and free from all claims whatsoever, except as hereinafter in this Section 16 expressly provided, and may remove the same from possession and use of the Trustee and the Lessee and for such purpose may enter upon the premises of the Trustee or the Lessee or where the Equipment may be located and may use and employ in connection with such removal any supplies, services and aids and any available trackage and other facilities or means of the Trustee or the Lessee, with or without process of law.

16.2. In case the Manufacturer shall rightfully demand possession of the Equipment in pursuance of this Agreement and shall reasonably designate a point or points upon the lines of the Lessee for the delivery of the Equipment to the Manufacturer, the Trustee, shall at its own expense, forthwith and in the usual manner, cause the Equipment to be moved to such point or points as shall be reasonably designated by the Manufacturer and shall there deliver the Equipment or cause it to be delivered by the Lessee to the Manufacturer; and, at the option of the Manufacturer, the Manufacturer may keep the Equipment on any of the lines of railroad or premises of the Lessee, for a period not exceeding 180 days, until the Manufacturer shall have leased, sold or otherwise disposed of the same, and for such purpose the Trustee agrees to furnish, without charge for rent or storage, the necessary facilities at any point or points selected by the Manufacturer reasonably convenient. The agreement to deliver the Equipment as hereinbefore provided is of the essence of this Agreement between the parties, and, upon application to any court of equity having jurisdiction in the premises, the Manufacturer shall be entitled to a decree requiring specific performance hereof. The Trustee hereby expressly waives any and all claims against the Manufacturer and its agent or agents for damages of whatever nature in connection with any retaking of any Item of Equipment in any reasonable manner.

16.3. If an event of default shall have occurred and be continuing as hereinbefore provided, then at any time thereafter during the continuance of such default and after the entire indebtedness in respect of the purchase price of the Equipment shall have

been declared immediately due and payable as hereinbefore provided, the Manufacturer (after retaking possession of the Equipment as hereinbefore in this Section provided) may at its election, upon written notice to the Trustee as hereinafter provided, retain the Equipment as its own and make such disposition thereof as the Manufacturer shall deem fit, and in such event all rights of the Trustee in the Equipment will thereupon terminate and all payments made by the Trustee may be retained by the Manufacturer as compensation for the use of the Equipment by the Trustee; or the Manufacturer with or without the retaking of possession thereof may, at its election, sell the Equipment, or any Item thereof, free from any and all claims of the Trustee, or of any other party (including the Lessee) claiming by, through or under the Trustee, at law or in equity, at public or private sale and with or without advertisement as the Manufacturer may determine; and the proceeds of such sale, less the attorneys' fees and any other expenses incurred by the Manufacturer in taking possession of, removing, storing and selling the Equipment, shall be credited to the amount due to the Manufacturer under the provisions of this Agreement; provided, however, that if the Trustee, within 20 days of receipt of notice of the Manufacturer's election to retain the Equipment for its own use, as herein provided, or prior to any sale by the Manufacturer of the Equipment, as herein provided, shall pay or cause to be paid to the Manufacturer the total unpaid balance of the indebtedness in respect of the purchase price of the Equipment, together with interest thereon accrued and unpaid and all other payments due under this Agreement, then in such event absolute right to the possession of, title to and property in the Equipment shall pass to and vest in the Trustee. Written notice of the Manufacturer's election to retain the Equipment for its own use may be given to the Trustee by mail addressed to the Trustee as provided herein, at any time during a period of 30 days after the indebtedness in respect of the purchase price of the Equipment shall have been declared immediately due and payable as hereinbefore provided; and if no such notice shall have been given, the Manufacturer shall be deemed to have elected to sell the Equipment in accordance with the provisions of this Section.

16.4. Any sale hereunder may be held or conducted at such place or places and at such time or times as the Manufacturer may specify, in one lot and as an entirety, or in separate lots and without the necessity of gathering at the place of sale the property to be sold, and in general in such manner as the Manufacturer may determine, provided that the Trustee shall be given written notice of such sale not less than ten days prior thereto, by mail addressed as provided herein. If such sale shall be a private sale, it shall be subject to the rights of the Trustee to purchase or provide a purchaser, within ten days after notice of the proposed sale price, at the same price offered by the intending purchaser or a better price. The Manufacturer may bid for and become the purchaser of the Equipment, or any Item thereof, so offered for sale without accountability to the Trustee (except to the extent of surplus money received as hereinafter provided in this Section), and in payment of the purchase price therefor the

Manufacturer shall be entitled to have credited on account thereof all sums due to the Manufacturer from the Trustee hereunder.

16.5. Each and every power and remedy hereby specifically given to the Manufacturer shall be in addition to every other power and remedy hereby specifically given or now or hereafter existing at law or in equity, and each and every power and remedy may be exercised from time to time and simultaneously and as often and in such order as may be deemed expedient by the Manufacturer. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others. No delay or omission of the Manufacturer in the exercise of any such power or remedy and no renewal or extension of any payments due hereunder shall impair any such power or remedy or shall be construed to be a waiver of any default or an acquiescence therein.

16.6. All sums of money realized by the Manufacturer under the remedies herein provided shall be applied, first to the payment of the expenses and liabilities of the Manufacturer herein undertaken to be paid, second to the payment of interest on the indebtedness in respect of the purchase price of the Equipment accrued and unpaid and third to the payment of the indebtedness in respect of the purchase price of the Equipment. If, after applying as aforesaid all sums of money realized by the Manufacturer, there shall remain any amount due to it under the provisions of this Agreement, the Manufacturer may bring suit therefor and shall be entitled to recover a judgment therefor against the Trustee, subject to the provisions of Section 13 hereof. If, after applying as aforesaid all sums realized by the Manufacturer, there shall remain a surplus in the possession of the Manufacturer, such surplus shall be paid to the Trustee.

16.7. The Trustee, subject to the provisions of Section 13 hereof, will pay all reasonable expenses, including attorneys' fees, incurred by the Manufacturer in enforcing its remedies under the terms of this Agreement. In the event that the Manufacturer shall bring any suit to enforce any of its rights hereunder and shall be entitled to judgment, then in such suit the Manufacturer may recover reasonable expenses, including attorneys' fees and the amount thereof shall be included in such judgment.

16.8. The foregoing provisions of this Section are subject in all respects to all mandatory requirements of law at the time in force and applicable thereto.

#### SECTION 17. APPLICABLE STATE LAWS.

17.1. Any provision of this Agreement prohibited by any applicable law of any State, or which by any applicable law of any State would convert this Agreement into any instrument other than an agreement of conditional sale, shall as to such State be ineffective, without modifying the remaining provisions of this Agreement.

Where, however, the conflicting provisions of any applicable State law may be waived, they are hereby waived by the Trustee to the full extent permitted by law, to the end that this Agreement shall be deemed to be a conditional sale and enforceable as such.

17.2. Except as otherwise provided in this Agreement, the Trustee, to the full extent permitted by law, hereby waives all statutory or other legal requirements for any notice of any kind, notice of intention to take possession of or to sell the Equipment, or any Item thereof, and any other requirements as to the time, place and terms of sale thereof, any other requirements with respect to the enforcement of the Manufacturers' rights hereunder and any and all rights of redemption.

17.3. Nothing contained in this Section 17 or any other provision of this Agreement shall be deemed to make ineffective, or to modify or waive, the provisions and limitations of Section 13 hereof.

#### SECTION 18. EXTENSION NOT A WAIVER.

No delay or omission in the exercise of any power or remedy herein provided or otherwise available to the Manufacturers shall impair or affect the Manufacturers' right thereafter to exercise the same. Any extension of time for payment hereunder or other indulgence duly granted to the Trustee shall not otherwise alter or affect the Manufacturers' rights or the obligations of the Trustee hereunder. The Manufacturers' acceptance of any payment after it shall have become due hereunder shall not be deemed to alter or affect the Trustee's obligations or the Manufacturers' rights hereunder with respect to any subsequent payments or defaults therein.

#### SECTION 19. RECORDING.

The Trustee will cause this Agreement, the first assignment hereof and any supplements hereto and thereto to be filed, recorded or deposited and refiled, re-recorded or redeposited, if necessary, with the Interstate Commerce Commission, and otherwise as may be required by law or reasonably requested by the Manufacturers for the purpose of proper protection, to the satisfaction of counsel for the Manufacturers of their title to the Equipment and their rights under this Agreement or for the purpose of carrying out the intention of this Agreement; and the Trustee will promptly furnish to the Manufacturers certificates or other evidences of such filing, recording or depositing, and an opinion or opinions of counsel for the Lessee with respect thereto, satisfactory to the Manufacturers.

#### SECTION 20. PAYMENT OF EXPENSES.

The Agent will pay all reasonable costs and expenses, except the counsel fees of the Manufacturers, and including, without

limitation, all taxes and other expenses, if any, incident to the printing or other duplicating, execution, acknowledgment and delivery of this Agreement, of the first assignment by the Manufacturers of this Agreement, of any instrument supplemental hereto or amendatory hereof, and of any certificate of the payment in full of the indebtedness in respect of the purchase price due hereunder. In addition, the Agent will pay all reasonable costs, charges and expenses of the first assignee of this Agreement and of any other parties acquiring interests in such first assignment, incurred in connection with such assignment including counsel fees, stamp and other taxes, if any, payable by such first assignee or payable by such other parties and payments to the Manufacturers by such first assignee and other parties. It is understood and agreed that the obligations of the Agent under this Section 20 are not subject to the limitations provided for in Section 13 hereof.

SECTION 21. NOTICE.

Any notice hereunder to any of the parties designated below shall be deemed to be properly served if delivered or mailed to it at its chief place of business at the following specified addresses:

(a) to the Trustee: Trust Company for USL, Inc., as Trustee under R. I. Trust No. 4, 1211 West 22nd Street, Oak Brook, Illinois 60521, with a copy of any such notice to be sent to the Agent,

(b) to the Agent: United States Leasing International, Inc., 633 Battery Street, San Francisco, California 94111, Attention: Vice President-Lease Underwriting Group.

(c) to the Lessee: Chicago, Rock Island and Pacific Railroad Company, 139 West Van Buren, Chicago, Illinois 60605.

(d) to ACF: ACF Industries, Incorporated, 750 Third Avenue, New York, New York 10017,

(e) to Ortner Freight Car Company: 2652 Erie Avenue, Cincinnati, Ohio 45208.

(f) to any assignee of the Manufacturers, or of the Trustee or the Agent, at such address as may have been furnished in writing to the Trustee, the Agent or the Manufacturers, as the case may be, by such assignee,

or at such other address as may have been furnished in writing by such party to the other parties to this Agreement.

## SECTION 22. HEADINGS.

All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

## SECTION 23. EFFECT AND MODIFICATION OF AGREEMENTS.

This Agreement and the Schedules relating hereto, together with the Lease and the Acquisition Agreements, exclusively and completely state the rights and agreements of the Manufacturers, the Trustee, the Agent and the Lessee with respect to the Equipment and supersede all other agreements, oral or written, with respect to the Equipment. No variation of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and duly executed on behalf of the Manufacturers, the Trustee and the Agent. Neither the Trustee nor the Agent without the prior written consent of the Manufacturers, will consent to any amendment, modification, waiver or supplement to the Lease or, except in accordance with Section 14 thereof, cancel or terminate the Lease prior to the payment in full of the indebtedness in respect of the purchase price of the Equipment, together with interest thereon.

## SECTION 24. LAW GOVERNING.

The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act and such additional rights arising out of the filing, recording or depositing hereof and of any assignment hereof as shall be conferred by the laws of the several jurisdictions in which this Agreement or any assignment hereof shall be filed, recorded or deposited.

## SECTION 25. DEFINITIONS.

The term "Manufacturers", whenever used in this Agreement, means, before any assignment of any of their rights hereunder, ACF Industries, Incorporated, and Ortner Freight Car Company, respectively, and any successor or successors for the time being to the manufacturing properties and business of each respectively, and, after any such assignment, any assignee or assignees for the time being of such particular assigned rights as regards such rights, and also any assignor as regards any rights hereunder that are retained and excluded from any assignment.

## SECTION 26. ASSIGNMENT OF LEASE.

As contemplated by the preamble hereto and the provisions of Section 8 hereof, to further secure the payment of the full amount of the indebtedness in respect to the purchase price of the Equipment,

together with interest thereon, and all other payments as herein provided and for the performance of the Trustee's obligations herein contained, the Trustee hereby assigns, transfers and sets over unto each Manufacturer, and grants a security interest in, all the Trustee's right, title and interest, as Lessor under the Lease, together with all rights, powers and privileges, and all other benefits of the Trustee as Lessor under the Lease, insofar as the same cover or relate to the Equipment built by such Manufacturer including, without limitation, except as hereinafter provided, the immediate right to receive and collect all rentals and profits and other sums payable to or receivable by the Trustee under or pursuant to the provisions of the Lease insofar as the same cover or relate to the Equipment (excepting and reserving, however, the first installment of the Fixed Rental payment required to be made by the Lessee in respect thereto, pursuant to Section 2.1(a) of the Lease), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default under the Lease and to do any and all other things whatsoever which the Trustee, as Lessor, is or may become entitled to do under the Lease. In furtherance of the foregoing assignment, the Trustee hereby irrevocably authorizes and empowers each Manufacturer, in its own name, or in the name of its nominee, or in the name of the Trustee, or as its attorneys, to ask, demand, sue for, collect and receive any and all sums to which the Trustee is or may become entitled under the Lease in respect of the Equipment, and to enforce compliance by the Lessee with all the terms and provisions of the Lease. The Trustee further agrees to notify promptly the Manufacturers of any Event of Default under the Lease of which it has notice. This assignment being made only as security shall not subject the Manufacturers to, or transfer, or pass, or in any way affect or modify, the liability of the Trustee under the Lease, it being understood and agreed that notwithstanding this assignment, or any subsequent assignment, all obligations of the Trustee to the Lessee under the Lease, shall be and remain enforceable by the Lessee, its successors and assigns, against, and only against, the Trustee. Further, the Trustee covenants and agrees that it will perform all its obligations to be performed under the terms of the Lease, and hereby irrevocably authorizes and empowers each Manufacturer, in its own name, or in the name of its nominee, or in the name of the Trustee, as its attorney, on the happening of any failure by the Trustee to perform or cause to be performed, any such obligation. Upon the full discharge and satisfaction of the full amount of the indebtedness in respect of the purchase price of the Equipment, together with interest thereon, and all other payments as herein provided and the performance of all of the Trustee's obligations herein contained, the assignment made hereby and all rights herein assigned to the Manufacturers shall cease and terminate, and all estate, right, title and interest of the Trustee in and to the Lease shall revert to the Trustee.

#### SECTION 27. EXECUTION.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same

contract, which shall be sufficiently evidenced by any such original counterpart. It shall not be necessary that any counterpart be signed by both Manufacturers so long as any counterpart which is executed by either Manufacturer is also executed by the Trustee and the Agent. Although this Agreement is dated for convenience as of the date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by their officers or representatives, thereunto duly authorized, and their respective corporate seals to be hereunto affixed, duly attested, all as of the date first above written.

(Corporate Seal)

ACF INDUSTRIES, INCORPORATED

Attest:

*[Signature]*  
~~ASSISTANT~~ Secretary

By

*W. H. Wilson*  
Its President  
[Vice]

(Corporate Seal)

ORTNER FREIGHT CAR COMPANY

Attest:

*F. Lumber*  
~~Asst.~~ Secretary

By

*N. E. Kemnitz*  
Its *Pres.*

(Corporate Seal)

TRUST COMPANY FOR USL, INC., as  
Trustee under R. I. Trust No. 4

Attest:

*Joanne L. Miller*  
~~Asst~~ Secretary

By

*B. M. Mardard*  
Its President

(Corporate Seal)

UNITED STATES LEASING INTERNATIONAL,  
INC., as Agent for the Trustee

Attest:

*Joanne L. Miller*  
~~Asst~~ Secretary

By

*W. D. Robey*  
Its Vice President

(Corporate Seal)



STATE OF NEW YORK     )  
                              ) SS  
COUNTY OF NEW YORK    )

On this 21<sup>st</sup> day of June, 1972, before me personally appeared W. W. WILSON to me personally known, who, being by me duly sworn, says that he is the ~~the~~ President of ACF INDUSTRIES, INCORPORATED, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Edwin F. Meyer  
Notary Public

My Commission Expires:

EDWIN F. MEYER  
NOTARY PUBLIC, State of New York  
No. 30-7917803  
Qualified in Nassau County  
Certificate filed in New York County  
Commission Expires March 30, 1974

STATE OF Ohio     )  
                              ) SS  
COUNTY OF Hamilton    )

On this 20<sup>th</sup> day of June, 1972, personally appeared Henry E. Remston, to me personally known, who being by me duly sworn, says that he is the Vice President of ORTNER FREIGHT CAR COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

Howard E. Parr  
Notary Public

My Commission Expires:

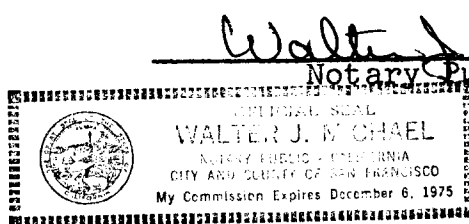
Notary Public, Hamilton County, Ohio  
My Commission Expires August 10, 1973

STATE OF CALIFORNIA )  
 ) SS  
CITY AND COUNTY OF SAN FRANCISCO )

On this 19th day of June, 1972, before me personally appeared BEN MAUSHARDT, to me personally known, who being by me duly sworn, says that he is the President of TRUST COMPANY FOR USL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

My Commission Expires:

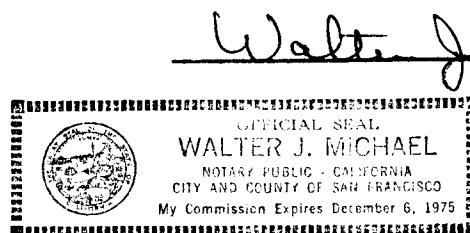


STATE OF CALIFORNIA )  
 ) SS  
CITY AND COUNTY OF SAN FRANCISCO )

On this 19th day of June, 1972, before me personally appeared DAVID A. WOOLSEY, to me personally known, who being by me duly sworn, says that he is a Vice President of UNITED STATES LEASING INTERNATIONAL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

My Commission Expires:



SCHEDULE A-1

MANUFACTURER: ACF INDUSTRIES, INCORPORATED

DESCRIPTION OF EQUIPMENT: 500 100-ton covered hopper cars, bearing road numbers RI 131750 to 132249, both inclusive.

PRICE: \$17,070.81 per car, or

TOTAL PRICE: \$8,535,405.00 for all 500 cars

OUTSIDE DELIVERY DATE: February 28, 1973

DELIVER TO: Chicago, Rock Island and Pacific Railroad Company (as designated by the Railroad)

RENT PERIOD: Fifteen (15) years, commencing with the first rental payment

FIXED RENTAL: Thirty (30) semi-annual rental payments, in advance at \$739.76 per car, or \$369,880.00 for all 500 cars.

DAILY INTERIM RENTAL: \$4.1098 per car per day

LESSEE: Chicago, Rock Island and Pacific Railroad Company

TRUSTORS: Wilmington Trust Company  
City National Bank and Trust Company  
First American National Bank

ASSIGNEE: Wells Fargo Bank, N.A.

In the event the price of any Item covered by this Schedule is more or less than the amount set forth above, the rental for such Item shall be proportionately increased or reduced.

SCHEDULE A-2

MANUFACTURER: ACF INDUSTRIES, INCORPORATED

DESCRIPTION OF EQUIPMENT: , 300 70-ton 50 ft. all steel single sheath box cars, bearing road numbers RI36000 to 36299, both inclusive.

PRICE: \$19,022.17 per car, or

TOTAL PRICE: \$5,706,651.00 for all 300 cars

OUTSIDE DELIVERY DATE: February 28, 1973

DELIVER TO: Chicago, Rock Island and Pacific Railroad Company (as designated by the Railroad)

RENT PERIOD: Fifteen (15) years, commencing with the first rental payment

FIXED RENTAL PAYMENTS: Thirty (30) semi-annual rental payments, in advance at \$824.33 per car, or \$247,299.00 for all 300 cars.

DAILY INTERIM RENTAL: \$4.5796 per car per day

LESSEE: Chicago, Rock Island and Pacific Railroad Company

TRUSTORS: Wilmington Trust Company  
City National Bank and Trust Company  
First American National Bank

ASSIGNEE: Wells Fargo Bank, N.A.

In the event the price of any Item covered by this Schedule is more or less than the amount set forth above, the rental for such Item shall be proportionately increased or reduced.

SCHEDULE A-3

MANUFACTURER: ORTNER FREIGHT CAR COMPANY

DESCRIPTION OF EQUIPMENT: 100 100-ton open top hopper cars,  
bearing road numbers RI 102100  
to 102199, both inclusive.

PRICE: \$16,088.24 per car, or

TOTAL PRICE: \$1,608,824.00 for all 100 cars

OUTSIDE DELIVERY DATE: February 28, 1973

DELIVER TO: Chicago, Rock Island and Pacific  
Railroad Company (as designated  
by the Railroad)

RENT PERIOD: Fifteen (15) years, commencing  
with the first rental payment

FIXED RENTAL PAYMENTS: Thirty (30) semi-annual rental  
payments, in advance at \$697.18  
per car, or \$69,713.00 for all  
100 cars.

DAILY INTERIM RENTAL: \$3.8732 per car per day

LESSEE: Chicago, Rock Island and Pacific Railroad Company

TRUSTORS: Wilmington Trust Company  
City National Bank and Trust Company  
First American National Bank

ASSIGNEE: Wells Fargo Bank, N.A.

In the event the price of any Item covered by this Schedule is more or less than the amount set forth above, the ~~rental~~ for such Item shall be proportionately increased or reduced.